

DATED

27 August

2019

(1) OXFORDSHIRE COUNTY COUNCIL

and

(2) BICESTER HERITAGE LIMITED

and

(3) THE SECRETARY OF STATE FOR DEFENCE

## DEED OF AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended)  
relating to Land at Bicester Heritage Buckingham Road Bicester OX26 5HA

Planning Application number 18/01333/F

(TECHNICAL SITE)

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DATED *27 August* 2019

**PARTIES**

- (1) **OXFORDSHIRE COUNTY COUNCIL** (County Council)
- (2) **BICESTER HERITAGE LIMITED** (Owner)
- (3) **THE SECRETARY OF STATE FOR DEFENCE** (Mortgagee)

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words and phrases shall have the following meanings respectively:

- 1980 Act:** Highways Act 1980.
- 1990 Act:** Town and Country Planning Act 1990 (as amended).
- Commencement of Development:** the carrying out on the Site of any material operation pursuant to the Planning Permission or (where clause 6.10 applies) a Section 73 Permission and "material operation" shall have the meaning given to it in Section 56(4) of the 1990 Act save that a material operation shall not include operations in connection with any archaeological investigations works of excavation demolition site clearance diversion of services installation of services for construction purposes only site or soil investigations remedial action in respect of any contamination landscaping works provision of construction access noise attenuation works or the erection of hoardings and fences and "Commence Development" and "Commenced" shall be construed accordingly.
- County Council:** the Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions and any duly appointed employee or agent of the County Council or such successor.
- Development:** extension to existing technical site to provide new employment units comprising flexible B1(c) (light industrial B2 (general industrial) B8 (storage or distribution) uses with ancillary offices storage display and sales together with associated access parking and landscaping as referred to in the Planning Application.
- Interest:** interest at 4% per annum above the base rate from time to time of Lloyds Bank PLC.

<b>Mortgagee:</b>	the said The Secretary of State for Defence of Property Legal Team Ministry of Defence Defence Infrastructure Organisation Mailpoint 2216 Poplar 2 Abbey Wood Bristol BS34 8JH and his successors in title and assigns.
<b>Occupation:</b>	occupation for the purposes permitted by the Planning Permission or (where clause 6.10 applies) a Section 73 Permission 'Occupy' and 'Occupied' shall be construed accordingly.
<b>Owner:</b>	the said Bicester Heritage Limited (Company Registration No 8273333) of Bicester Heritage, Buckingham Road, Bicester, Oxfordshire OX27 8AL and their successors in title and assigns.
<b>Planning Application:</b>	the application for planning permission for the Development under reference 18/01333/F.
<b>Planning Permission:</b>	any planning permission granted for the Development pursuant to the Planning Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the 1990 Act.
<b>Section 73 Permission:</b>	a planning permission which may be granted by way of approval of an application under Section 73 of the 1990 Act permitting the Development subject to conditions which differ from the conditions of the Planning Permission.
<b>Site:</b>	land at Bicester Heritage Buckingham Road Bicester OX26 5HA shown for identification purposes edged red on the Site Plan.
<b>Site Plan:</b>	the plan annexed hereto marked "Site location Plan".
<b>Working Day:</b>	any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom.

1.2 In this Agreement where the context so requires:-

- (a) the singular includes the plural and vice versa;
- (b) the masculine includes the feminine and vice versa;
- (c) persons includes bodies corporate associations and partnerships and vice versa;
- (d) **"including"** means without limitation or prejudice to the generality of any preceding description, word, term or phrase or otherwise and 'include' shall be construed accordingly.



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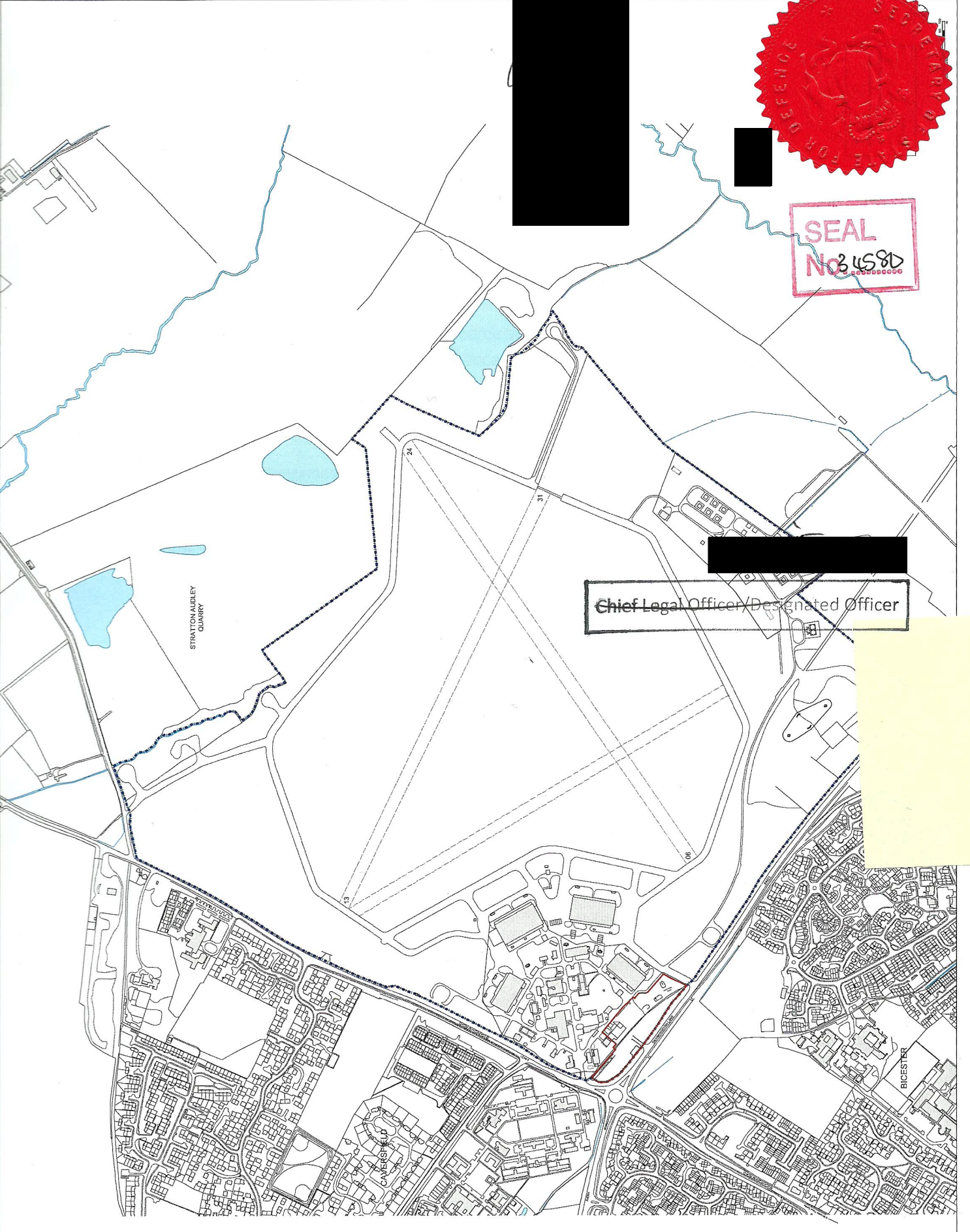
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STRATTON AWLEY QUARRY

Chief Legal Officer/Designated Officer

SEAL  
NO 3458D



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- 1.3 Reference to a clause, schedule or appendix unless the context otherwise requires, is a reference to a clause, schedule or appendix to this Agreement.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force.
- 1.6 Covenants made hereunder:
- (a) If made by more than one person are made jointly and severally; and;
  - (b) are made to the intent that the same shall bind successors in title to any party and to any person deriving title through or under that party; and
  - (c) are made to the intent that the same shall operate as a charge on the land and shall be registered in the Register of Local Land Charges; and
  - (d) are made to the intent that each of the same shall be a planning obligation for the purposes of Section 106 of the 1990 Act.
- 1.7 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons.
- 1.8 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.

## **2. RECITALS**

- 2.1 The Owner is the registered proprietor of the freehold of the Site under title number ON 307011 subject to a charge in favour of the Mortgagee but otherwise free from encumbrances.
- 2.2 For the purposes of the 1990 Act the County Council is the county planning authority for the area which includes the Site.
- 2.3 For the purposes of the 1980 Act the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the County Council is the highway authority and the traffic authority for certain highways in the area which includes the Site.
- 2.4 The Owner by the Planning Application has applied to Cherwell District Council for planning permission for the Development.
- 2.5 The Owner has agreed to enter into the covenants contained in this Agreement pursuant to the provisions of the 1990 Act upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the Owner but also upon any person deriving title from the Owner as provided by Section 106 of the 1990 Act and any persons claiming through under or in trust from them.



### **3. STATUTORY PROVISIONS**

- 3.1 This Agreement (which the County Council is satisfied will be of benefit to the public) is made pursuant to Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and Section 278 of the 1980 Act and all other enabling powers so as to create planning obligations for the purposes of Section 106 of the 1990 Act and is entered into by the Owner with the intent that such planning obligations be binding upon their interests in the Site and enforceable as planning obligations by the County Council against their successors in title.

### **4. COVENANTS**

- 4.1 The Owner covenants with the County Council to observe and perform the obligations set out in Schedules 1 and 2.
- 4.2 The Owner shall notify the County Council as follows:
- (a) of any disposal of their interest in the Site and of the name and address of the new owner and the date of the disposal within 10 Working Days of such disposal;
  - (b) of the date of the Commencement of Development within 10 Working Days of its occurrence;
  - (c) of the date the first building comprised in the Development is Occupied within 10 Working Days of its occurrence.
- 4.3 The County Council covenants with the Owner to observe and perform the obligations set out in Schedule 3.
- 4.4 If there is failure to give notice in accordance with clause 4.2 the County Council may investigate the Occupation of buildings comprised in the Development for the purpose ascertaining whether or not any of the obligations or restrictions in this Agreement has become operative and the Owner will pay to the County Council the sum of £500 in respect of the costs of each such investigation.

### **5. INTEREST**

Without prejudice to any other right or remedy of the County Council if any payment which becomes due the County Council under this Agreement is not paid within 10 Working Days of the due date Interest shall be due and payable to the County Council (as applicable) on the relevant amount for the period from the due date until the date of payment.

### **6. GENERAL PROVISIONS**

- 6.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights powers and duties of the County Council in the exercise of their functions as Local Planning Authority and their rights powers and duties under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the County Council were not a party to this Agreement.

- 6.2 No waiver (whether express or implied) by a party of any breach or default in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent a party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof.
- 6.3 No person shall be liable for any breach of the obligations or other provisions contained in this Agreement committed after they have parted with all of their interest in the Site but without prejudice to any claim that the County Council may have for any antecedent breach of covenant.
- 6.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 6.5 If the Planning Permission and all Section 73 Permissions shall expire within the meaning of sections 91, 92 or 93 of the 1990 Act or shall at any time be revoked or modified by any statutory procedure without the agreement of the Owner this Agreement shall forthwith determine and cease to have further effect (insofar as it has not already been complied with) PROVIDED ALWAYS that the Development has not Commenced.
- 6.6 Nothing in this Agreement shall prevent the Owner from developing the Site in accordance with a planning permission other than the Planning Permission or a Section 73 Permission.
- 6.7 The Owner and their successors in title and assigns to the Site shall not be deemed to have any interest in the Site where they retain the benefit of any exception and reservation and/or covenant.
- 6.8 This Agreement (except for clauses 4.2(a), 6, 7, 8.1. and 8.2 which will take immediate effect and paragraphs 2.1 of Schedule 1 and 2.1(a) of Schedule 2 which shall come into effect upon the grant of the Planning Permission) shall come into effect upon Commencement of Development.



6.9 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and a Section 73 Permission is granted this Agreement shall (unless the County Council determines that revised planning obligations are required as a result of such amendment) apply to development pursuant to the Section 73 Permission as well as to development pursuant to the Planning Permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.

6.10 Any notice or notification to be given under this Agreement to:

- (a) the County Council shall be sent to the Director for [Planning & Place/Environment & Economy of the County Council] (Ref 18/01333/F) County Hall Oxford OX1 1ND or to such other person at such other address as the County Council shall direct from time to time;
- (b) any other party shall be sent to that party at the aforementioned address or to such other person at such address as they shall notify in writing to the County Council from time to time.

## **7. PARTIES TO ACT REASONABLY**

Where a matter falls within the party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Agreement without undue delay.

## **8. COSTS**

8.1 The Owner shall on completion of this Agreement pay the County Council's legal expenses and costs reasonably and properly incurred associated with the preparation of this Agreement.

8.2 The Owner shall pay to the County Council on completion of this Agreement the sum of one thousand five hundred pounds (£1,500) towards the costs relating to the administration and monitoring of the contributions under this Agreement.

8.3 The Owner will reimburse the County Council in respect of all legal and administrative costs in connection with the enforcement of any of the provisions of this Agreement including correspondence monitoring and site visits by or on behalf of the County Council where the County Council reasonably considers that there has been a default on the part of the Owner.

## **9. MORTGAGEE**

The Mortgagee acknowledges that this Agreement has been entered into by the Owner with their consent and that the Site is bound by the obligations contained in it and that the security of the Mortgagee over the Site shall take effect subject to it PROVIDED THAT the Mortgagee shall have no liability under this Agreement unless they take possession or exercise their powers of appointing a receiver/foreclosure in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

**10. THIRD PARTY RIGHTS**

This Agreement gives no rights under the Contract (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act and it may be enforced by any successors in title of the parties and by any successor to the District Council's or the County Council's statutory functions.

**11. DATA PROTECTION**

The parties to this Agreement acknowledge and agree that information as to compliance with obligations pursuant to this Agreement (including as to whether or not contributions have been paid) may be passed to:

- (a) persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further;
- (b) any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000.

**12. VALUE ADDED TAX**

All works undertaken pursuant to and all payments made in accordance with the terms of this Agreement shall be exclusive of value added tax and the Owner shall if VAT becomes due pay to the District Council or the County Council any value added tax properly payable on any sums paid to the District Council or to the County Council or works undertaken under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

**13. JURISDICTION**

This Agreement is governed by and interpreted in accordance with the laws of England.

**14. GENERAL**

This Agreement is a Local Land Charge and the County Council shall apply to Cherwell District Council to register it as such.

**15. DELIVERY**

The provisions of this Agreement shall be of no effect until this Agreement has been dated.

**SCHEDULE 1**

**COUNTY CONTRIBUTION(S)**

**1. DEFINITIONS**

1.1 In this Schedule in addition to the definitions provided in clause 1 of this Agreement the following words have the following meanings and where a word is defined in clause 1 of this Agreement and also in this paragraph the meaning given in this paragraph shall be applied for the purposes of this Schedule:

**Baxter Index:** means a composite index comprised of the following indices of the 1990 series Civil Engineering Formulae Indices published monthly in the Prices Adjustment Formulae Indices (PAFI) Online issued on behalf of the Department for Business Innovation and Skills (BIS) weighted in the proportions set out below against each such index

Index 1 – Labour and Supervision 25%

Index 2 – Plant and Road Vehicles 25%

Index 3 – Aggregates 30%

Index 9 – Coated Macadam and Bituminous Products 20%

or if at any time for any reason it becomes impracticable to compile such a composite index then an index compiled in such other manner as may be agreed in writing between the Owner and the County Council.

**the County Contributions:** together the Public Transport Infrastructure Contribution, the Strategic Transport contribution, the Travel Plan Monitoring Fee and the TRO Contribution and “County Contribution” shall be construed accordingly.

**Index Linked:** in relation to the Strategic Transport Contribution and the Public Transport Infrastructure Contribution adjusted according to any increase occurring between October 2018 and the date when the relevant payment is made in the Baxter Index; and

in relation to the Travel Plan Monitoring Fee and the TRO Contribution adjusted according to any variation in the Index of Retail Prices Information excluding mortgage interest rate (RPIX Index) published by the Office of National Statistics between the RPIX figure for September 2018 and the monthly RPIX figure for



the month immediately preceding the date the payment is due

**the Public Transport Infrastructure**

**Contribution:** the sum of twenty four thousand two hundred and eighty four pounds (£24,284.00) Index-Linked towards one bus stop shelter and two shelter-mounted Real-Time Information displays.

**the Strategic Transport**

**Contribution:** the sum of sixty three thousand seven hundred and fifty pounds (£63,750.00) Index-Linked towards strategic transport infrastructure improvements outlined under policy BIC1 of the Local Transport Plan 4- dualling of Eastern Perimeter Route, Skimmingdish lane section

**Travel Plan Monitoring Fee:** the sum of two thousand and forty pounds (£2,040.00) Index-Linked towards the cost of monitoring the travel plan for the Development for a period of 5 years following occupation.

**TRO Contribution** the sum of two thousand six hundred pounds (£2,600.00) Index-Linked towards the cost of a traffic regulation order to reduce the speed limit along Buckingham Road adjacent to the Site

**2. COVENANTS**

2.1 The Owner covenants with the County Council:

- (a) not to cause or permit the Commencement of Development until it has paid the Public Transport Infrastructure Contribution to the County Council and to pay the Public Transport Infrastructure Contribution to the County Council prior to the Commencement of Development;
- (b) not to cause or permit any building forming part of the Development to be first Occupied until it has paid the Travel Plan Monitoring Fee to the County Council and to pay the Travel Plan Monitoring Fee to the County Council prior to the first Occupation of any building forming part of the Development;
- (c) not to cause or permit any building forming part of the Development to be first Occupied until it has paid the TRO Contribution to the County Council and to pay the TRO Contribution to the County Council prior to the first Occupation of any building forming part of the Development;
- (d) to pay the Strategic Transport Contribution to the County Council within 12 months of the first Occupation of any building forming part of the Development



## SCHEDULE 2

## HIGHWAY WORKS

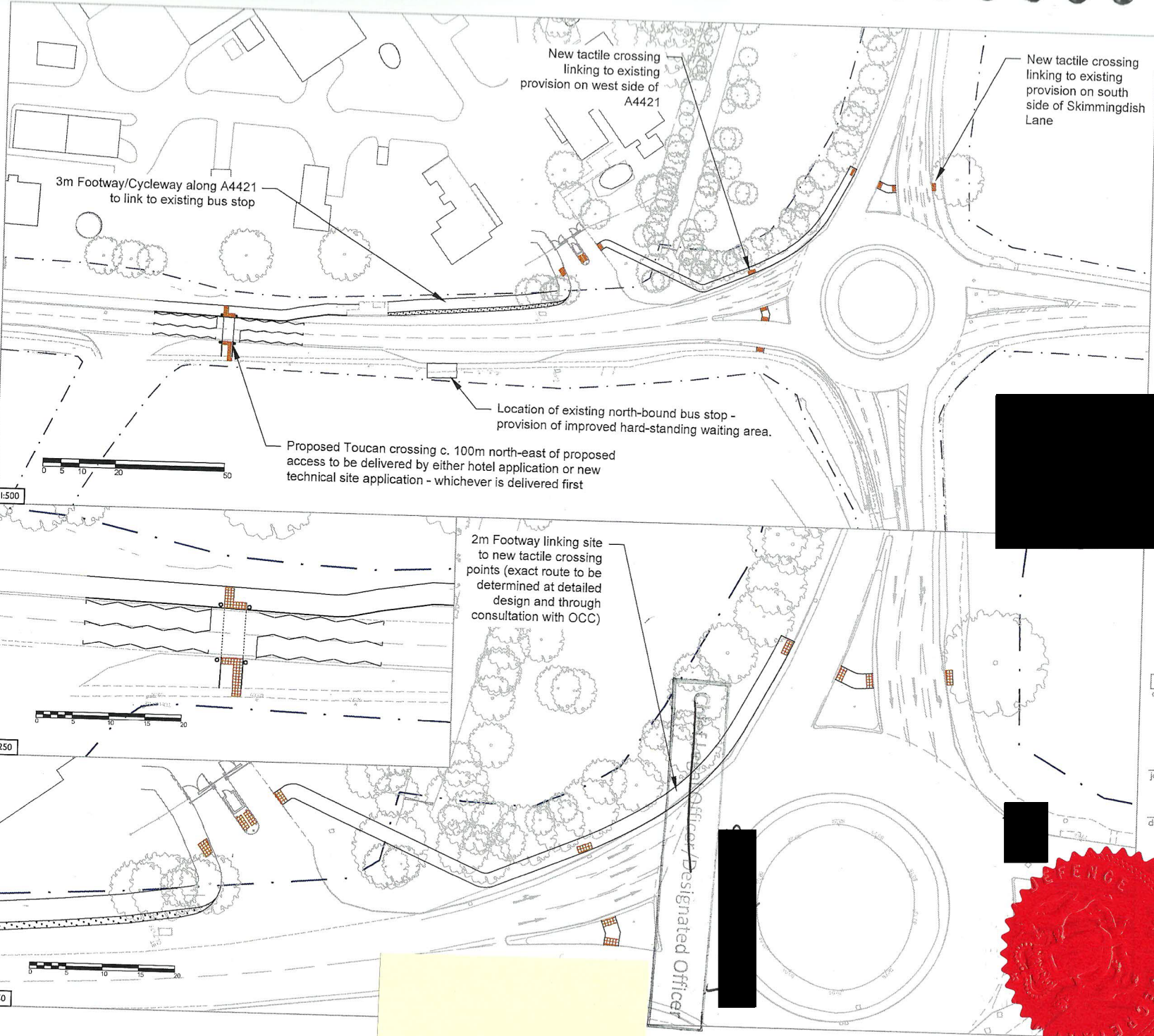
### 1. DEFINITIONS

- 1.1 In this Schedule the following additional definitions shall apply (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

<b>Highway Works</b>	the works set out in the annex to this Schedule.
<b>Section 278 Agreement</b>	an agreement made pursuant to inter alia Section 278 of the Highways Act 1980 substantially in accordance with the template form annexed to this Agreement as Appendix 1 which provides for the execution of the relevant elements of the Highway Works by the Owner at its own expense.

### 2. COVENANTS

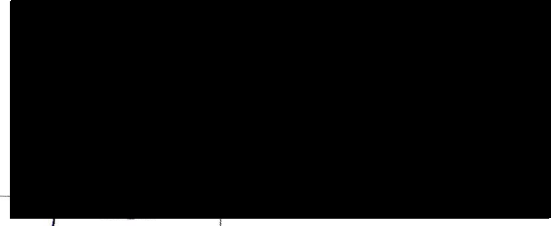
- 2.1 The Owner covenants with the County Council-
- (a) Not (unless otherwise agreed in writing by the County Council) to cause or permit Commencement of Development until:
    - (i) there has been submitted to the County Council and approved by it in writing in principle drawings for the Highway Works together with associated drawings and technical information as set out in the County Council's Section 278 application form as adjusted from time to time;
    - (ii) there have been submitted to the County Council and approved by it in writing plans detailing the land to be dedicated following completion of the Highway Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated.
    - (iii) the anticipated duration of construction of the Highway Works has been agreed with the County Council together with the longstop date for completion of the Highway Works and commuted maintenance sum in respect of the cost of future maintenance, and as applicable replacement of the Highway Works, has been agreed.
    - (iv) a Section 278 Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraphs 2.1(a) (i) to (iii) above has been entered into by the Owner in respect of the Highway Works together with all parties with an interest in any land to be dedicated further to the Section 278 Agreement and any mortgagee of such land has released it fully and effectively from its charge.
  - (b) not to cause or permit the first Occupation of any building forming part of the Development until the Highway Works have been completed to adoption standards in accordance with the provisions of the Section 278 Agreement or a Section 278 Agreement entered into by the Owner in connection with application Ref 18/01253/F.



This drawing has been produced by mode transport planning. No responsibility will be accepted for the use of this drawing in any other project. DO NOT SCALE OFF THIS DRAWING. Generators shown are in metres unless stated otherwise. Road markings & traffic signs are to be in accordance with 'The Traffic Signs Regulations and General Directions, 2016'. Tactile paving is to be in accordance with 'Guidance on the use of tactile paving 2007'. Visibility Splays shown are taken from 'OSMR'.



Extent of Adopted Highway



1:500

1:250

1:250

rev	date	remarks
F	17-07-19	
E	12-07-19	Amended
D	14-06-19	Amended
C	01-05-19	Amended
B	17-04-19	Amended
A	20-07-18	Issued

client: Bicester Heritage Limited

job title: Bicester Heritage - New Technical Site

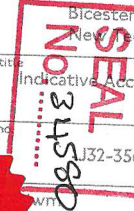
drawing title: Indicative Access Arrangement

drawing no: J32-3568-PS-001

checked: alf

scale: Varies@A1

mode transport planning



Officer/Designated Officer





## **ANNEX**

### **(1) PRINCIPAL WORKS**

The provision and construction of the following works ("the Principal Works"):

(a) Works associated with Technical Site access junction improvements and provision of new footways on east side of Buckingham Road as shown indicatively on Drawing No: J32-3568-PS-001 Rev: F

Including:

- 3m wide shared use footway / cycleway between the site access junction and the toucan crossing (item (b) below) .
- 2-3m wide footpath / footway connection between the southern side of the site access junction and the splitter island on the Skimmingdish Lane (E) arm of the A4421 / A4095 / Buckingham Road roundabout junction and informal tactile crossings over the splitter islands on the Buckingham Road (N) arm and the Skimmingdish Lane (E) arm of the A4421 / A4095 / Buckingham Road roundabout junction

(b) Toucan crossing on Buckingham Road c.100m north of access junction (c. 30m south of the Buckingham Road / Skimmingdish Lane (W) junction) to link new shared use footway / cycleway on east side of Buckingham Road from the Technical Site access with the existing shared use footway / cycleway on west side of Buckingham Road. Including all associated infrastructure, road markings and signage as shown indicatively on Drawing No: J32-3568-PS-001 Rev: F

(c) Bus stop hardstanding at Northbound bus stop layby on Buckingham Road (just north of access junction) sufficient to accommodate OCC standard 3 bay cantilever shelter. To be provided within highway boundary on the western side of Buckingham Road, exact location to be determined under S278 Agreement.

### **(2) PREPARATORY AND ANCILLARY WORKS**

The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Works such alteration thereof) as the County Council shall consider requisite for the proper construction and functioning of the Principal Works including:

- (a) all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works
- (b) all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
- (c) all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works

- (d) all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
- (e) all kerbs islands verges and reservations including the grading and seeding of grassed areas
- (f) all measures necessary to ensure visibility for drivers at any bend or junction
- (g) all traffic signs road markings bollards and safety barriers
- (h) all tapers joints and reinstatements necessary where the Principal Works abut the existing highway

### **(3) AMENITY AND ACCOMMODATION WORKS**

The provision and construction of all such amenity and accommodation works as the County Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:

- (a) any earth bunds and/or planting necessary to screen the Principal Works
- (b) all fences gates hedges and other means of separation of the Principal Works from adjoining land
- (c) any necessary alteration of any private access or private or public right of way affected by the Principal Works
- (d) any necessary embankments retaining walls or other things necessary to give support to adjoining land.



### SCHEDULE 3

### COUNCIL OBLIGATIONS

#### 1. COUNTY COUNCIL OBLIGATIONS

- 1.1 The County Council shall not apply any County Contribution, as defined under paragraph 1.1 of Schedule 1, for any purpose other than that identified in the definition of the relevant Contribution.
- 1.2 The County Council covenants with the Owner that it will following written request from the person who paid any Contribution repay to that person such amount of any Contribution made by them to the County Council under this Agreement which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of ten years from the due date for payment of the Contribution or the final instalment of the Contribution as the case may be or if later prior to the expiration of ten years from the date of payment of the Contribution or the final instalment of the Contribution as the case may be. Any Contribution or part of a Contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date.

APPENDIX 1

Section S278 Agreement

DATED \_\_\_\_\_ 20[ ]

OXFORDSHIRE COUNTY COUNCIL

-and-

(OWNER)

-and-

(DEVELOPER)

draft

-----  
Agreement relating to highway works at [ ] to be undertaken  
by Developer (with optional provision for contribution)  
*'only applies if contribution*  
-----

Nick Graham  
Director of Law & Governance and Monitoring Officer  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND

**THIS DEED** is made on the \_\_\_\_\_ day of

Two Thousand and [ ]

**BETWEEN:-**

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")
- (2) \_\_\_\_\_ ("the Owner")
- (3) \_\_\_\_\_ (company registration number) ("the Developer")
- (4) \_\_\_\_\_

1. **Interpretation**

In this Deed:-

- 1.1 "the 1980 Act" means the Highways Act 1980
- 1.2 "the 1990 Act" means the Town and Country Planning Act 1990
- 1.3 "As-Built Drawings" means detailed plans and drawings showing the Works in the form in which they have actually been executed and completed required under Condition 29 of the Standard Conditions
- 1.4 "Certificate of Completion" means a certificate issued under Condition 30 of the Standard Conditions
- 1.5 "the Contribution" means the sum of \_\_\_\_\_ Index-Linked
- 1.6 "the Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority or planning authority and any duly

Commented [OCC1]: 2013 edition condition 32

Commented [OCC2]: 2013 edition condition 29